

EASEMENT DEED

THE UNITED STATES OF AMERICA, acting by and through the _____

first party (hereinafter called *Government*), hereby grants and conveys an easement to _____

second party (hereinafter called *Grantee*) to construct, maintain and use _____

(hereinafter referred to as *facilities*, in, on, across, over or under, as may be, of the property of the Government, described as follows
(insert legal description):

All as shown on a map marked Exhibit "A", attached hereto and made a part hereof.

The foregoing easement is given pursuant to _____ and is
made subject to the following terms and conditions:

1. The _____ is designated as the onsite representative of the _____
for the administration of this easement.
2. The Government does not warrant the title to any of said land, and the rights and privileges herein granted shall be subject to any mineral reservation or other rights, if any, now outstanding in third parties.
3. The rights and privileges hereby granted shall not be assigned by the Grantee without the written consent of the Government.
4. The Grantee shall be liable for any damage resulting to the Government from the use of the property by the Grantee and shall hold the Government harmless from any and all claims or damages by third parties from the use of the property by Grantee.
5. The Government reserves unto itself, its nominees and assigns, the right to use any part of said lands for any purpose, provided such use does not interfere with the rights and privileges hereby granted.
6. The Grantee shall be responsible for the maintenance and security of all of its equipment located within the easement area covered by this grant.
7. No soil or materials shall be placed on property of the Government outside of the granted area, and refuse, if any, resulting from clearing of the land shall be disposed of to the satisfaction of the onsite representative or designee.
8. Any property of the Government damaged in connection with said construction will be repaired by the Grantee at no expense to the United States.
9. The Grantee shall not use an "active ingredient" as defined in Section 2 of the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (61 Stat. 163; 7 U.S.C. §135 et seq.), in violation of said Act on the land described in this easement.
10. The area granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the ARS Real Estate Warrant Officer, or his designated representative, to be necessary, without liability or expense to the Government, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the Government.
11. In the event the Grantee fails to use the easement for a consecutive 2 year period from the date hereof, or in the event the Grantee shall at any time abandon the use of the property for the purpose for which granted, or in the event the Grantee shall violate any of the provisions of this grant, the Government may terminate this grant by giving the Grantee notice in writing 60 days in advance of such termination and the rights thereby granted shall thereupon terminate.
12. This easement may be terminated at will, by Grantee or Government, upon receipt of written notice of its cancellation by either party. Any notice of termination or cancellation of this easement must be given to the non-termination party, at least _____ days prior to the actual proposed termination date. This period of notice shall commence from the date notice is actually

(b) That the Government shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land herein conveyed.

(c) In the event of a breach of any of the conditions set forth above, all right, title, and interest in and to the above-described property shall, at the option of the Government, revert to and become the property of the United States of America, which shall have an immediate right-of-entry thereon, and the Grantee, its successors or assigns, shall forfeit all right, title and interest in and to the above-described property and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Government to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the Grantee, with respect to such future performance, shall continue in full force and

14. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this grant or to any benefit to arise therefrom. This provision shall not be construed to extend to this grant if made with a corporation for its general benefit.
15. This easement shall be granted for a period of _____ years and terminate on _____.
16. This easement was granted in consideration of _____ dollars paid by the Grantee to the Government.
17. The Grantee shall be exclusively responsible to pay for or perform all claims, costs, expenses, fines, penalties, fees, actions, or sanctions arising out of or relating to any condition or circumstance which requires or may in the future require investigation, cleanup, removal, remedial action, or other response under any Environmental Laws which are now or may in the future become applicable to or affect the easement area, except that the Government shall be responsible for any solid waste, hazardous substances, hazardous waste, toxic or hazardous material, pollutants or contaminants contributed after this date to the Lands by the Government. For purposes of this easement deed, the term "Environmental Laws" shall mean all Federal, State and local laws including statutes, regulations, ordinances, codes, rules and other governmental restriction and requirements relating to the environment or solid waste, hazardous substances, hazardous waste, toxic or hazardous material. Pollutants or contaminants including, but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601, et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1351, et seq., and the Solid

List any additional provisions or conditions. If none, so state.

IN WITNESS WHEREOF, the United States of America acting by and through the Agricultural Research Service, United States Department of Agriculture, has executed these presents.

Signature

Authorized Representative's Title

Date

WITNESSES (Signatures)

GRANTEE'S ACCEPTANCE

Signature

Authorized Representative's Title

Date